

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

INNKEEPERS USA TRUST, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 10-13800 (SCC)
)

) Jointly Administered
)

**SCHEDULES OF ASSETS AND LIABILITIES FOR
INNKEEPERS USA TRUST
CASE NO. 10-13800 (SCC)**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: GP AC Sublessee LLC (5992); Grand Prix Addison (RI) LLC (3740); Grand Prix Addison (SS) LLC (3656); Grand Prix Albany LLC (3654); Grand Prix Altamonte LLC (3653); Grand Prix Anaheim Orange Lessee LLC (5925); Grand Prix Arlington LLC (3651); Grand Prix Atlanta (Peachtree Corners) LLC (3650); Grand Prix Atlanta LLC (3649); Grand Prix Atlantic City LLC (3648); Grand Prix Bellevue LLC (3645); Grand Prix Belmont LLC (3643); Grand Prix Binghamton LLC (3642); Grand Prix Bothell LLC (3641); Grand Prix Bulfinch LLC (3639); Grand Prix Campbell / San Jose LLC (3638); Grand Prix Cherry Hill LLC (3634); Grand Prix Chicago LLC (3633); Grand Prix Columbia LLC (3631); Grand Prix Denver LLC (3630); Grand Prix East Lansing LLC (3741); Grand Prix El Segundo LLC (3707); Grand Prix Englewood / Denver South LLC (3701); Grand Prix Fixed Lessee LLC (9979); Grand Prix Floating Lessee LLC (4290); Grand Prix Fremont LLC (3703); Grand Prix Ft. Lauderdale LLC (3705); Grand Prix Ft. Wayne LLC (3704); Grand Prix Gaithersburg LLC (3709); Grand Prix General Lessee LLC (9182); Grand Prix Germantown LLC (3711); Grand Prix Grand Rapids LLC (3713); Grand Prix Harrisburg LLC (3716); Grand Prix Holdings LLC (9317); Grand Prix Horsham LLC (3728); Grand Prix IHM, Inc. (7254); Grand Prix Indianapolis LLC (3719); Grand Prix Islandia LLC (3720); Grand Prix Las Colinas LLC (3722); Grand Prix Lexington LLC (3725); Grand Prix Livonia LLC (3730); Grand Prix Lombard LLC (3696); Grand Prix Louisville (RI) LLC (3700); Grand Prix Lynnwood LLC (3702); Grand Prix Mezz Borrower Floating 2, LLC (9972); Grand Prix Mezz Borrower Fixed, LLC (0252); Grand Prix Mezz Borrower Floating, LLC (5924); Grand Prix Mezz Borrower Term LLC (4285); Grand Prix Montvale LLC (3706); Grand Prix Morristown LLC (3738); Grand Prix Mountain View LLC (3737); Grand Prix Mt. Laurel LLC (3735); Grand Prix Naples LLC (3734); Grand Prix Ontario Lessee LLC (9976); Grand Prix Ontario LLC (3733); Grand Prix Portland LLC (3732); Grand Prix Richmond (Northwest) LLC (3731); Grand Prix Richmond LLC (3729); Grand Prix RIGG Lessee LLC (4960); Grand Prix RIMV Lessee LLC (4287); Grand Prix Rockville LLC (2496); Grand Prix Saddle River LLC (3726); Grand Prix San Jose LLC (3724); Grand Prix San Mateo LLC (3723); Grand Prix Schaumburg LLC (3721); Grand Prix Shelton LLC (3718); Grand Prix Sili I LLC (3714); Grand Prix Sili II LLC (3712); Grand Prix Term Lessee LLC (9180); Grand Prix Troy (Central) LLC (9061); Grand Prix Troy (SE) LLC (9062); Grand Prix Tukwila LLC (9063); Grand Prix West Palm Beach LLC (9065); Grand Prix Westchester LLC (3694); Grand Prix Willow Grove LLC (3697); Grand Prix Windsor LLC (3698); Grand Prix Woburn LLC (3699); Innkeepers Financial Corporation (0715); Innkeepers USA Limited Partnership (3956); Innkeepers USA Trust (3554); KPA HI Ontario LLC (6939); KPA HS Anaheim, LLC (0302); KPA Leaseco Holding Inc. (2887); KPA Leaseco, Inc. (7426); KPA RIGG, LLC (6706); KPA RIMV, LLC (6804); KPA San Antonio, LLC (1251); KPA Tysons Corner RI, LLC (1327); KPA Washington DC, LLC (1164); KPA/GP Ft. Walton LLC (3743); KPA/GP Louisville (HI) LLC (3744); KPA/GP Valencia LLC (9816). The location of the Debtors' corporate headquarters and the service address for its affiliates is: c/o Innkeepers USA, 340 Royal Poinciana Way, Suite 306, Palm Beach, Florida 33480.

United States Bankruptcy Court

Southern District Of New York

Innkeepers USA Trust, et al.

10-13800

11

Debtor

Case No. (If known)

Chapter

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		OTHER
			ASSETS	LIABILITIES	
A - Real Property	YES	1	\$0.00		
B - Personal Property	YES	5	\$598.94		
C - Property Claimed As Exempt	NO	0			
D - Creditors Holding Secured Claims	YES	1		\$0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	2		\$0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	3		\$0.00	
G - Executory Contracts and Unexpired Leases	YES	4			
H - Codebtors	YES	9			
I - Current Income of Individual Debtor(s)	NO	0			
J - Current Expenditures of Individual Debtor(s)	NO	0			
Total		25	\$598.94	\$0.00	

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
INNKEEPERS USA TRUST, <i>et al.</i> , ¹)	Case No. 10-13800 (SCC)
)	
Debtors.)	Jointly Administered
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**DEBTORS' GLOBAL NOTES AND
STATEMENT OF LIMITATIONS, METHODOLOGIES,
AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES
OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: GP AC Sublessee LLC (5992); Grand Prix Addison (RI) LLC (3740); Grand Prix Addison (SS) LLC (3656); Grand Prix Albany LLC (3654); Grand Prix Altamonte LLC (3653); Grand Prix Anaheim Orange Lessee LLC (5925); Grand Prix Arlington LLC (3651); Grand Prix Atlanta (Peachtree Corners) LLC (3650); Grand Prix Atlanta LLC (3649); Grand Prix Atlantic City LLC (3648); Grand Prix Bellevue LLC (3645); Grand Prix Belmont LLC (3643); Grand Prix Binghamton LLC (3642); Grand Prix Bothell LLC (3641); Grand Prix Bulfinch LLC (3639); Grand Prix Campbell / San Jose LLC (3638); Grand Prix Cherry Hill LLC (3634); Grand Prix Chicago LLC (3633); Grand Prix Columbia LLC (3631); Grand Prix Denver LLC (3630); Grand Prix East Lansing LLC (3741); Grand Prix El Segundo LLC (3707); Grand Prix Englewood / Denver South LLC (3701); Grand Prix Fixed Lessee LLC (9979); Grand Prix Floating Lessee LLC (4290); Grand Prix Fremont LLC (continued on next page)

The Schedules of Assets and Liabilities (collectively, the “**Schedules**”) and the Statements of Financial Affairs (collectively, the “**Statements**” and, together with the Schedules, the “**Schedules and Statements**”) filed by Innkeepers USA Trust (“**Innkeepers**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), were prepared, pursuant to section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure, by management of the Debtors, with the assistance of the Debtors’ advisors, and are unaudited.

These Global Notes and Statement of Limitations, Methodologies, and Disclaimers Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (the “**Global Notes**”) are incorporated by reference in, and comprise an integral part of, each Debtor’s Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements.

While the Debtors’ management has made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information that was available to it at the time of preparation, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. Because the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that the Schedules and Statements are complete.

(3703); Grand Prix Ft. Lauderdale LLC (3705); Grand Prix Ft. Wayne LLC (3704); Grand Prix Gaithersburg LLC (3709); Grand Prix General Lessee LLC (9182); Grand Prix Germantown LLC (3711); Grand Prix Grand Rapids LLC (3713); Grand Prix Harrisburg LLC (3716); Grand Prix Holdings LLC (9317); Grand Prix Horsham LLC (3728); Grand Prix IHM, Inc. (7254); Grand Prix Indianapolis LLC (3719); Grand Prix Islandia LLC (3720); Grand Prix Las Colinas LLC (3722); Grand Prix Lexington LLC (3725); Grand Prix Livonia LLC (3730); Grand Prix Lombard LLC (3696); Grand Prix Louisville (RI) LLC (3700); Grand Prix Lynnwood LLC (3702); Grand Prix Mezz Borrower Floating 2, LLC (9972); Grand Prix Mezz Borrower Fixed, LLC (0252); Grand Prix Mezz Borrower Floating, LLC (5924); Grand Prix Mezz Borrower Term LLC (4285); Grand Prix Montvale LLC (3706); Grand Prix Morristown LLC (3738); Grand Prix Mountain View LLC (3737); Grand Prix Mt. Laurel LLC (3735); Grand Prix Naples LLC (3734); Grand Prix Ontario Lessee LLC (9976); Grand Prix Ontario LLC (3733); Grand Prix Portland LLC (3732); Grand Prix Richmond (Northwest) LLC (3731); Grand Prix Richmond LLC (3729); Grand Prix RIGG Lessee LLC (4960); Grand Prix RIMV Lessee LLC (4287); Grand Prix Rockville LLC (2496); Grand Prix Saddle River LLC (3726); Grand Prix San Jose LLC (3724); Grand Prix San Mateo LLC (3723); Grand Prix Schaumburg LLC (3721); Grand Prix Shelton LLC (3718); Grand Prix Sili I LLC (3714); Grand Prix Sili II LLC (3712); Grand Prix Term Lessee LLC (9180); Grand Prix Troy (Central) LLC (9061); Grand Prix Troy (SE) LLC (9062); Grand Prix Tukwila LLC (9063); Grand Prix West Palm Beach LLC (9065); Grand Prix Westchester LLC (3694); Grand Prix Willow Grove LLC (3697); Grand Prix Windsor LLC (3698); Grand Prix Woburn LLC (3699); Innkeepers Financial Corporation (0715); Innkeepers USA Limited Partnership (3956); Innkeepers USA Trust (3554); KPA HI Ontario LLC (6939); KPA HS Anaheim, LLC (0302); KPA Leaseco Holding Inc. (2887); KPA Leaseco, Inc. (7426); KPA RIGG, LLC (6706); KPA RIMV, LLC (6804); KPA San Antonio, LLC (1251); KPA Tysons Corner RI, LLC (1327); KPA Washington DC, LLC (1164); KPA/GP Ft. Walton LLC (3743); KPA/GP Louisville (HI) LLC (3744); KPA/GP Valencia LLC (9816). The location of the Debtors’ corporate headquarters and the service address for its affiliates is: c/o Innkeepers USA, 340 Royal Poinciana Way, Suite 306, Palm Beach, Florida 33480.

The Schedules and Statements have been signed by Nathan Cook, Chief Financial Officer of the Debtors.² In reviewing and signing the Schedules and Statements, Mr. Cook necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and advisors. Mr. Cook has not (and could not have) personally verified the accuracy of each such statement and representation, including, without limitation, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

These Global Notes are in addition to any specific notes contained in any Debtor's Schedules or Statements. The fact that the Debtors have prepared Global Notes or specific notes with respect to any information in the Schedules and Statements and not to other information in the Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Notes or specific notes to the rest of the Debtors' Schedules and Statements, as appropriate.

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

1. **Description of the Chapter 11 Cases and "As Of" Information Date.** On July 19, 2010 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The Debtors' chapter 11 cases (the "**Chapter 11 Cases**") have been consolidated for the procedural purpose of joint administration under *In re Innkeepers USA Trust, et al.*, Case No. 10-13800 (Bankr. S.D.N.Y.). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of June 30, 2010, and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of the close of business on the Petition Date. Exceptions to this include operating cash and certain other assets, as operating cash is presented at bank balances as of the Petition Date, and certain other assets, such as investments in subsidiaries and other intangible assets, are listed at undetermined amounts because the net book values may differ materially from fair market values. Amounts ultimately realized may vary from net book value (or whatever value was ascribed) and such variance may be material. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein. In addition, the amounts shown for total liabilities exclude items identified as "unknown" "disputed," "contingent," "unliquidated," or "undetermined" and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.
2. **General Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or

² See Order Authorizing and Approving the Retention and Employment of AP Services, LLC and Designating Nathan J. Cook as Interim Chief Financial Officer to the Debtors Nunc Pro Tunc to the Petition Date [Docket No. 192].

omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to claim (“**Claim**”) description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated;” or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Chapter 11 Cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation or rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

3. **Basis of Presentation.** For financial reporting purposes, prior to the Petition Date, the Debtors prepared financial statements on a consolidated basis that were audited annually prior to 2008. Combining the assets and liabilities set forth in the Schedules and Statements of the Debtors would result in amounts that would be substantially different from financial information that would be prepared on a consolidated basis under Generally Accepted Accounting Principles (“**GAAP**”). Therefore, the Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP nor are they intended to reconcile fully with the consolidated financial statements prepared by the Debtors. Unlike the consolidated financial statements, the Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors’ books and records and historical financial statements. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time prior to the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.
4. **Disclaimer Regarding Information.** All of the Debtors’ hotels are managed by third-party property managers (the “**Property Managers**”),³ which contract with service

³ Island Hospitality Management, Inc. is the Property Manager for 70 of the Debtors’ 72 hotels. Dimension Development Company, Inc. and GF Management each are the Property Manager for one of the Debtors’ other hotels.

providers and purchase substantially all services, goods, and materials utilized in the operation of the Debtors' hotels. The Property Managers employ an aggregate of approximately 2,600 employees in connection with the operation of the hotels and the Debtors only have approximately 30 employees. Thus, the Schedules and Statements have been prepared, in large part, based upon the information and work product and/or representations made available to the Debtors and their advisors by representatives of the third-party Property Managers.

5. **Comprehensive Enterprise.** The Debtors' financial affairs are complex and they operate their business as a comprehensive enterprise. Before the Petition Date, the Debtors maintained a cash management and disbursement system in the ordinary course of their business (the "**Cash Management System**"). Disbursements under the Cash Management System are controlled primarily by personnel located at the Debtors' headquarters or by personnel of the Property Managers. As a result, certain payments in the Schedules and Statements may have been made prepetition by one legal entity on behalf of another legal entity through the operation of the Cash Management System or otherwise as a result of the Debtors' operations. Further, due to the nature of the Debtors' operations, certain Claims set forth in one legal entity's Schedules and Statements may more appropriately be an obligation of another legal entity. Although efforts have been made to set forth open payable amounts and Claims on the Schedules and Statements of the correct legal entity, the Debtors reserve the right to modify or amend the Schedules and Statements to attribute open payable amounts and Claims to a different legal entity, if necessary or appropriate.
6. **Confidential or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to the nature of an agreement between a Debtor and a third-party, concerns about the confidential or commercially sensitive nature of certain information, or concerns for the privacy of an individual. The Debtors have made reasonable efforts to ensure that the alterations or redactions will be limited to only what is necessary to protect the Debtor or third-party and to provide interested parties with sufficient information to discern the nature of the listing.
7. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of

law (collectively, “**Causes of Action**”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.

8. **Recharacterization.** The Debtors have made reasonable efforts to characterize, classify, categorize, and designate correctly the Claims, assets, executory contracts, unexpired leases, interests, and other items reported in the Schedules and Statements. However, due to the complexity and size of the Debtors’ business, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases identified herein were executory or unexpired as of the Petition Date or remain executory postpetition.
9. **Court Orders.** Pursuant to certain orders of the Bankruptcy Court entered in the Chapter 11 Cases on July 20, 2010 and August 12, 2010 (the “**First Day Orders**”), the Debtors were authorized (but not directed) to pay, among other things, certain prepetition Claims of employees, suppliers, taxing authorities, and Property Managers. Accordingly, these liabilities may have been or may be satisfied in accordance with such orders and, therefore, generally are not listed in the Schedules and Statements. Regardless of whether such Claims are listed in the Schedules and Statements, to the extent such Claims are paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary or appropriate.
10. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.
11. **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including, without limitation, goodwill, accrued salaries, employee benefit accruals, accrued accounts payable, and deferred gains. The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist. In addition, certain immaterial assets and liabilities may have been excluded.
12. **Leases.** The Debtors have not included in the Schedules and Statements the future obligations of any capital leases or operating leases. To the extent that there was an amount outstanding as of July 19, 2010, the creditor has been included on **Schedule F** of the Schedules.

13. **Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.
14. **Property and Equipment.** Unless otherwise indicated, owned property (including, without limitation, real property) and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect thereto.
15. **Estimates.** To prepare and file the Schedules in accordance with the deadline established in the Chapter 11 Cases, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
16. **Fiscal Year.** Each Debtor's fiscal year ends on December 31.
17. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
18. **Umbrella or Master Agreements.** Contracts and leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. Other Debtors, however, may be liable instead of, or together with, such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate.
19. **Insiders.** The Debtors have attempted to include all payments made on or within the 12 months before the Petition Date to any individual or entity deemed an "insider." For these purposes, "insider" is defined as (1) any individual or entity owning 5% or more of the voting or equity securities of a Debtor, (2) any individual that has served as either an officer or director of a Debtor within the last 12 months, or (3) any entity related to any of the foregoing. The listing of a party as an "insider," however, is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, Claim, right, or defense, and all such rights, Claims, and defenses are hereby expressly reserved.

- 20. Intercompany.** The Schedules and Statements do not reflect intercompany transactions between the Debtors and the respective intercompany accounts payable and intercompany accounts receivable, if any, are not set forth in the Schedules and Statements.
- 21. Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements. To the extent there are unknown, disputed, contingent, unliquidated, or otherwise undetermined amounts, the actual total may be different than the listed total. The description of an amount as “unknown,” “disputed,” “contingent,” “unliquidated,” or “undetermined” is not intended to reflect upon the materiality of such amount.
- 22. Setoffs.** The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors’ industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Debtors’ Schedules and Statements.

In re Innkeepers USA Trust, et al.

Debtor

Case No. 10-13800

(If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If any entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
NONE				

Total

Subtotal
(Total of this page)

SCHEDULE B NOTES

Schedule B-2 - Checking, Savings, or Other Financial Accounts, CDs, etc.

Bank Balances as of July 19, 2010

In April 2010 and May 2010, certain of the Debtors' lenders under the Fixed Rate Mortgage Loan Agreement and Floating Rate Mortgage Loan Agreement began enforcing rights to exercise control over the Debtors' lockbox bank accounts. Cash was swept from Debtor accounts to escrow accounts controlled by such lenders.

In addition, under various of the Debtors' lending Agreements, escrow accounts exist that are subject to the control and security interest of the lenders. The Debtors' do not have the authority to direct disbursements out of such accounts.

Amounts shown on Schedule B-2 for the balances in these escrow accounts are based upon the best information available to the Debtors. However, due to limited information received by the Debtors on certain of these accounts, a complete reconciliation cannot be performed as of this time.

Schedule B-16 - Accounts Receivable

Amount as of June 30, 2010

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. CASH ON HAND.	X			
2. CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS, CERTIFICATES OF DEPOSIT OR SHARES IN BANKS, SAVINGS AND LOAN, THRIFT, BUILDING AND LOAN, AND HOMESTEAD ASSOCIATIONS, OR CREDIT UNIONS, BROKERAGE HOUSES, OR COOPERATIVES.	X			
3. SECURITY DEPOSITS WITH PUBLIC UTILITIES, TELEPHONE COMPANIES, LANDLORDS, AND OTHERS.	X			
4. HOUSEHOLD GOODS AND FURNISHINGS, INCLUDING AUDIO, VIDEO, AND COMPUTER EQUIPMENT.	X			
5. BOOKS; PICTURES AND OTHER ART OBJECTS; ANTIQUES; STAMP, COIN, RECORD, TAPE, COMPACT DISC, AND OTHER COLLECTIONS OR COLLECTIBLES.	X			
6. WEARING APPAREL.	X			

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
7. FURS AND JEWELRY.	<input checked="" type="checkbox"/>			
8. FIREARMS AND SPORTS, PHOTOGRAPHIC, AND OTHER HOBBY EQUIPMENT.	<input checked="" type="checkbox"/>			
9. INTERESTS IN INSURANCE POLICIES. NAME INSURANCE COMPANY OF EACH POLICY AND ITEMIZE SURRENDER OR REFUND VALUE OF EACH.	<input checked="" type="checkbox"/>			
10. ANNUITIES. ITEMIZE AND NAME EACH ISSUER.	<input checked="" type="checkbox"/>			
11. INTERESTS IN AN EDUCATION IRA AS DEFINED IN 26 U.S.C. § 530(B)(1) OR UNDER A QUALIFIED STATE TUITION PLAN AS DEFINED IN 26 U.S.C. § 529(B)(1). GIVE PARTICULARS. (FILE SEPARATELY THE RECORD(S) OF ANY SUCH INTEREST(S). 11 U.S.C. § 521(C).)	<input checked="" type="checkbox"/>			
12. INTERESTS IN IRA, ERISA, KEOGH, OR OTHER PENSION OR PROFIT SHARING PLANS. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			
13. STOCK AND INTERESTS IN INCORPORATED AND UNINCORPORATED BUSINESSES. ITEMIZE.		SEE ATTACHED SCHEDULE EXHIBIT B-13/14		UNKNOWN
14. INTERESTS IN PARTNERSHIPS OR JOINT VENTURES. ITEMIZE.		SEE ATTACHED SCHEDULE EXHIBIT B-13/14		UNKNOWN

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
15. GOVERNMENT AND CORPORATE BONDS AND OTHER NEGOTIABLE AND NONNEGOTIABLE INSTRUMENTS.	<input checked="" type="checkbox"/>			
16. ACCOUNTS RECEIVABLE.	<input checked="" type="checkbox"/>			
17. ALIMONY, MAINTENANCE, SUPPORT, AND PROPERTY SETTLEMENTS TO WHICH THE DEBTOR IS OR MAY BE ENTITLED. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			
18. OTHER LIQUIDATED DEBTS OWED TO DEBTOR INCLUDING TAX REFUNDS. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			
19. EQUITABLE OR FUTURE INTERESTS, LIFE ESTATES, AND RIGHTS OR POWERS EXERCISABLE FOR THE BENEFIT OF THE DEBTOR OTHER THAN THOSE LISTED IN SCHEDULE A – REAL PROPERTY.	<input checked="" type="checkbox"/>			
20. CONTINGENT AND NONCONTINGENT INTERESTS IN ESTATE OF A DECEDENT, DEATH BENEFIT PLAN, LIFE INSURANCE POLICY, OR TRUST.	<input checked="" type="checkbox"/>			
21. OTHER CONTINGENT AND UNLIQUIDATED CLAIMS OF EVERY NATURE, INCLUDING TAX REFUNDS, COUNTERCLAIMS OF THE DEBTOR, AND RIGHTS TO SETOFF CLAIMS. GIVE ESTIMATED VALUE OF EACH.	<input checked="" type="checkbox"/>			
22. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. LICENSES, FRANCHISES, AND OTHER GENERAL INTANGIBLES. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			
24. CUSTOMER LISTS OR OTHER COMPILATIONS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION (AS DEFINED IN 11 U.S.C. § 101(41A)) PROVIDED TO THE DEBTOR BY INDIVIDUALS IN CONNECTION WITH OBTAINING A PRODUCT OR SERVICE FROM THE DEBTOR PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.	<input checked="" type="checkbox"/>			
25. AUTOMOBILES, TRUCKS, TRAILERS, AND OTHER VEHICLES AND ACCESSORIES.	<input checked="" type="checkbox"/>			
26. BOATS, MOTORS, AND ACCESSORIES.	<input checked="" type="checkbox"/>			
27. AIRCRAFT AND ACCESSORIES.	<input checked="" type="checkbox"/>			
28. OFFICE EQUIPMENT, FURNISHINGS, AND SUPPLIES.	<input checked="" type="checkbox"/>			
29. MACHINERY, FIXTURES, EQUIPMENT, AND SUPPLIES USED IN BUSINESS.	<input checked="" type="checkbox"/>			
30. INVENTORY.	<input checked="" type="checkbox"/>			

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
31. ANIMALS.	<input checked="" type="checkbox"/>			
32. CROPS - GROWING OR HARVESTED. GIVE PARTICULARS.	<input checked="" type="checkbox"/>			
33. FARMING EQUIPMENT AND IMPLEMENTS.	<input checked="" type="checkbox"/>			
34. FARM SUPPLIES, CHEMICALS, AND FEED.	<input checked="" type="checkbox"/>			
35. OTHER PERSONAL PROPERTY OF ANY KIND NOT ALREADY LISTED. ITEMIZE.		PREPAID EXPENSES CORPORATE OFFICE		\$598.94

Total

\$598.94

SCHEDULES OF ASSETS AND LIABILITIES

EXHIBIT B-13

STOCK AND INTERESTS IN INCORPORATED AND UNINCORPORATED BUSINESSES

EXHIBIT B-14

INTERESTS IN PARTNERSHIPS OR JOINT VENTURES

INNKEEPERS USA
2010 Organization Structure
EXHIBIT B-13 / B-14

LID	Co Id	Legal Entity Name	Parent1	Parent2	Jurisdiction of Incorporation	Date of Incorporation	Federal Tax ID No	Debtor/Non-Debtor
34	N/A	Grand Prix Holdings LLC	Apollo Investment Corporation - 100%		Delaware	4/11/2007	41-2239317	Debtor
80	Multiple	Innkeepers USA Trust	Grand Prix Holdings LLC - 100%		Maryland	4/13/2007	41-6563554	Debtor
78	N/A	Innkeepers Financial Corporation	Innkeepers USA Trust - 100%		Virginia	2/21/1995	04-3750715	Debtor
79	101	Innkeepers USA Limited Partnership	Innkeepers Financial Corporation - 100%		Virginia	5/23/1994	65-0493956	Debtor
45	N/A	Grand Prix Mezz Borrower Fixed, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	6/4/2007	36-4610252	Debtor
2	01021	Grand Prix Addison (RI) LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313740	Debtor
5	01024	Grand Prix Altamonte LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313653	Debtor
7	01022	Grand Prix Arlington LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313651	Debtor
8	01039	Grand Prix Atlanta (Peachtree Corners) LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313650	Debtor
9	01011	Grand Prix Atlanta LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313649	Debtor
11	01033	Grand Prix Bellevue LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313645	Debtor
12	04000	Grand Prix Belmont LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313643	Debtor
13	01000	Grand Prix Binghamton LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313642	Debtor
14	01032	Grand Prix Bothell LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313641	Debtor
16	01005	Grand Prix Campbell / San Jose LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313638	Debtor
17	01009	Grand Prix Cherry Hill LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313634	Debtor
18	01042	Grand Prix Chicago LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313633	Debtor
19	02013	Grand Prix Columbia LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313631	Debtor
20	01012	Grand Prix Denver LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313630	Debtor
22	04001	Grand Prix El Segundo LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313707	Debtor
23	01001	Grand Prix Englewood / Denver South LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313701	Debtor
26	01002	Grand Prix Fremont LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313703	Debtor
27	01501	Grand Prix Ft. Lauderdale LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313705	Debtor
29	01038	Grand Prix Gaithersburg LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313709	Debtor
31	02006	Grand Prix Germantown LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313711	Debtor
35	01600	Grand Prix Horsham LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313728	Debtor
38	02001	Grand Prix Islandia LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313720	Debtor
39	04002	Grand Prix Las Colinas LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313722	Debtor
40	01028	Grand Prix Lexington LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313725	Debtor
41	01043	Grand Prix Livonia LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313730	Debtor
42	02009	Grand Prix Lombard LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313696	Debtor
43	01029	Grand Prix Louisville (RI) LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313700	Debtor
44	01034	Grand Prix Lynnwood LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313702	Debtor
51	01003	Grand Prix Mountain View LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313737	Debtor
52	04003	Grand Prix Mt. Laurel LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313735	Debtor
53	02002	Grand Prix Naples LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313734	Debtor
56	01015	Grand Prix Portland LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313732	Debtor
57	01041	Grand Prix Richmond (Northwest) LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313731	Debtor
58	01004	Grand Prix Richmond LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313729	Debtor
62	01045	Grand Prix Saddle River LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313726	Debtor
63	01040	Grand Prix San Jose LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313724	Debtor
64	01016	Grand Prix San Mateo LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313723	Debtor
65	02010	Grand Prix Schaumburg LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313721	Debtor
66	01023	Grand Prix Shelton LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313718	Debtor
67	01017	Grand Prix Sili I LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313714	Debtor
68	01018	Grand Prix Sili II LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313712	Debtor
72	01036	Grand Prix Tukwila LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	75-3249063	Debtor
74	02011	Grand Prix Westchester LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313694	Debtor
75	02004	Grand Prix Willow Grove LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313697	Debtor
76	01008	Grand Prix Windsor LLC	Grand Prix Mezz Borrower Fixed LLC - 100%		Delaware	6/4/2007	65-1313698	Debtor
46	N/A	Grand Prix Mezz Borrower Floating, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	6/4/2007	32-0205924	Debtor
47	N/A	Grand Prix Mezz Borrower Floating 2, LLC	Grand Prix Mezz Borrower Floating, LLC - 100%		Delaware	6/4/2007	35-2299972	Debtor
3	04004	Grand Prix Addison (SS) LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313656	Debtor
4	02000	Grand Prix Albany LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313654	Debtor
10	01500	Grand Prix Atlantic City LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313648	Debtor

INNKEEPERS USA
2010 Organization Structure
EXHIBIT B-13 / B-14

LID	Co Id	Legal Entity Name	Parent1	Parent2	Jurisdiction of Incorporation	Date of Incorporation	Federal Tax ID No	Debtor/Non-Debtor
15	03100	Grand Prix Bulfinch LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313639	Debtor
21	01013	Grand Prix East Lansing LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313741	Debtor
28	01026	Grand Prix Ft. Wayne LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313704	Debtor
32	01014	Grand Prix Grand Rapids LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313713	Debtor
33	01010	Grand Prix Harrisburg LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313716	Debtor
37	01027	Grand Prix Indianapolis LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313719	Debtor
49	01502	Grand Prix Montvale LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313706	Debtor
50	05200	Grand Prix Morristown LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313738	Debtor
55	01030	Grand Prix Ontario LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/18/2007	65-1313733	Debtor
61	05002	Grand Prix Rockville LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	26-0492496	Debtor
70	01006	Grand Prix Troy (Central) LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	75-3249061	Debtor
71	01007	Grand Prix Troy (SE) LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	75-3249062	Debtor
73	02003	Grand Prix West Palm Beach LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	75-3249065	Debtor
77	02007	Grand Prix Woburn LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/4/2007	65-1313699	Debtor
90	05001	KPA/GP Ft. Walton LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/14/2007	65-1313743	Debtor
91	02012	KPA/GP Louisville (HI) LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/14/2007	65-1313744	Debtor
92	02200	KPA/GP Valencia LLC	Grand Prix Mezz Borrower Floating 2, LLC - 100%		Delaware	6/14/2007	26-0639816	Debtor
48	N/A	Grand Prix Mezz Borrower Term LLC	Innkeepers USA Limited Partnership - 100%		Delaware	6/4/2007	30-0424285	Debtor
82	02100	KPA HS Anaheim, LLC	Grand Prix Mezz Borrower Term LLC - 100%		Delaware	8/18/2006	20-5410302	Debtor
81	02101	KPA HI Ontario LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/18/2006	20-5446939	Debtor
83	Multiple	KPA Leaseco Holding Inc.	Innkeepers USA Limited Partnership - 100%		Virginia	1/13/2005	20-2162887	Debtor
84	N/A	KPA Leaseco, Inc.	KPA Leaseco Holding Inc. - 100%		Virginia	2/21/1993	65-1177426	Debtor
36	N/A	Grand Prix IHM, Inc	KPA Leaseco, Inc. - 100%		Delaware	7/13/2000	65-1027254	Debtor
6	12100	Grand Prix Anaheim Orange Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	32-0205925	Debtor
24	Multiple	Grand Prix Fixed Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	35-2299979	Debtor
25	Multiple	Grand Prix Floating Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	30-0424290	Debtor
1	N/A	GP AC Sublessee LLC	Grand Prix Floating Lessee LLC - 100%		Delaware	12/11/2007	26-1925992	Debtor
30	Multiple	Grand Prix General Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	38-3759182	Debtor
54	12101	Grand Prix Ontario Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	35-2299976	Debtor
59	11051	Grand Prix RIGG Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	37-1544960	Debtor
60	11050	Grand Prix RIMV Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	30-0424287	Debtor
69	N/A	Grand Prix Term Lessee LLC	Grand Prix IHM, Inc - 100%		Delaware	6/1/2007	38-3759180	Debtor
93		KPA Raleigh Leaseco LLC	KPA Leaseco Holding Inc. - 100%		Delaware	5/30/2006	56-2592326	Non-Debtor
94		Genwood Raleigh Lessee LLC (Joint Venture)	KPA Raleigh Leaseco LLC - 49%	Genwood Owner LLC - 50.99% / Genwood Raleigh GP LLC - .01%	Delaware		20-4853979	Non-Debtor
85	01051	KPA RIGG, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/18/2006	20-5446706	Debtor
86	01050	KPA RIMV, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/18/2006	20-5446804	Debtor
87	02500	KPA San Antonio, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/16/2006	20-5561251	Debtor
88	01044	KPA Tysons Corner RI, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/16/2006	20-5561327	Debtor
89	02800	KPA Washington DC, LLC	Innkeepers USA Limited Partnership - 100%		Delaware	8/16/2006	20-5561164	Debtor
95		KPA Raleigh, LLC	Innkeepers USA Limited Partnership - 100%		Virginia	5/30/2006	56-2592323	Non-Debtor
96		Genwood Raleigh LLC (Joint Venture)	KPA Raleigh, LLC - 49%	Genwood Owner LLC - 50.99% / Genwood Raleigh GP LLC - .01%	Delaware	5/30/2006	20-4804985	Non-Debtor

SCHEDULE D NOTES

Creditors Holding Secured Claims

Except as otherwise agreed pursuant to a stipulation and agreed order or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and/or their estates reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on **Schedule D** of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to claims listed in the Schedules of other Debtors, and no claim set forth on **Schedule D** of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in **Schedule D** are intended only to be a summary. Reference to the applicable loan agreements and related documents and determination of the creditors' compliance with applicable law is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements or related documents. Except as specifically stated herein, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on **Schedule D**. The Debtors have not included on Schedule D entities that may believe their claims are secured through setoff rights, deposit posted by, or on behalf of, the Debtors, or inchoate statutory lien rights.

In re Innkeepers USA Trust, et al.	Case No.: 10-13800
Debtor.	(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child’s initials and the name and address of the child’s parent or guardian, such as “A.B., a minor child, by John Doe, guardian.” Do not disclose the child’s name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an “X” in the column labeled “Codebtor,” include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an “H,” “W,” “J,” or “C” in the column labeled “Husband, Wife, Joint, or Community.”

If the claim is contingent, place an “X” in the column labeled “Contingent.” If the claim is unliquidated, place an “X” in the column labeled “Unliquidated.” If the claim is disputed, place an “X” in the column labeled “Disputed.” (You may need to place an “X” in more than one of these three columns.)

Total the columns labeled “Amount of Claim Without Deducting Value of Collateral” and “Unsecured Portion, if Any” in the boxes labeled “Total(s)” on the last sheet of the completed schedule. Report the total from the column labeled “Amount of Claim Without Deducting Value of Collateral” also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled “Unsecured Portion, if Any” on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT*	UNLIQUIDATED*	DISPUTED*	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Last four digits of <u>ACCOUNT NO.</u> COMMERCIAL ASSET TRADING, INC. 1105 NORTH MARKET STREET SUITE 1038 WILMINGTON, DE 19899			UCC _____ VALUE	X	X	X	UNKNOWN	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> GERMAN AMERICAN CAPITAL CORPORATION 60 WALL STREET 10TH FLOOR NEW YORK, NY 10005			UCC _____ VALUE	X	X	X	UNKNOWN	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> LODGENET ENTERTAINMENT CORPORATION 3900 WEST INNOVATION STREET SIOUX FALLS, SD 57107			UCC _____ VALUE	X	X	X	UNKNOWN	UNKNOWN

Total	\$0.00	UNKNOWN
(Report also on Summary of Schedules.)	(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)	

Subtotal (Total of this page)	\$0.00	\$0.00
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* Contingent, unliquidated and disputed with respect to status as secured creditor.

0 Continuation Sheets Attached

SCHEDULE E NOTES

Creditors Holding Unsecured Priority Claims

The listing of any claim on **Schedule E** does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve all of their rights to dispute the amount and/or the priority status of any claim on any basis at any time.

Wages, Salaries, and Commissions

As noted in the Global Notes, the Bankruptcy Court entered a first day order granting authority to the Debtors to pay certain prepetition employee wage and other obligations in the ordinary course (the “**Employee Wage Order**”). Pursuant to the Employee Wage Order, the Debtors believe that any priority employee claims for prepetition amounts have been or will be satisfied, and such satisfied amounts are, therefore, not listed on **Schedule E**.

Innkeepers USA Trust, et al.

10-13800

Debtor

Case No. (If known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed.R.Bankr.P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 or 13 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans.**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the creation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(0 continuation sheets attached)

Taxes and Certain Other Debts Owed to Governmental Units

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCOUNT NO. INTERNAL REVENUE SERVICE PO BOX 21126 PHILADELPHIA, PA 19114			INCOME / FRANCHISE TAX LIABILITIES	X	X		UNKNOWN	UNKNOWN	UNKNOWN
ACCOUNT NO. SECRETARY OF STATE 16 FRANCIS STREET ANNAPOLIS, MD 21401			INCOME / FRANCHISE TAX LIABILITIES	X	X		UNKNOWN	UNKNOWN	UNKNOWN
Total							\$0.00		
Totals								\$0.00	\$0.00

(Use only on last page of the completed Schedule E.
Report also on the Summary of Schedules.)

(Use only on last page of the completed Schedule E. If
applicable, report also on the Statistical Summary of
Certain Liabilities and Related Data.)

*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

SCHEDULE F NOTES

Creditors Holding Unsecured Nonpriority Claims

The Debtors have used their reasonable efforts to list all general unsecured claims against the Debtors on **Schedule F** based upon the Debtors' existing books and records.

Schedule F does not include certain deferred credits, deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are general estimates of liabilities and do not represent specific claims as of the Petition Date; however, such amounts are reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date.

Schedule F does not include certain reserves for potential unliquidated contingencies that historically were carried on the Debtors' books as of the Petition Date; such reserves were for potential liabilities only and do not represent actual liabilities as of the Petition Date.

The claims listed in **Schedule F** arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. Although reasonable efforts have been made to identify the date of incurrence of each claim, determining the date upon which each claim in **Schedule F** was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed on **Schedule F**.

Schedule F contains information regarding potential and pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is contained in the Schedule for that Debtor.

Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. In addition, **Schedule F** does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist.

Except in certain limited circumstances, the Debtors have not scheduled contingent and unliquidated liabilities related to guaranty obligations on **Schedule F**. Such guaranties are, instead, listed on **Schedule H**.

The claims of individual creditors for, among other things, goods, services, or taxes listed on the Debtors' books and records may not reflect credits or allowances due from such

creditors. The Debtors reserve all of their rights in respect of such credits or allowances. The dollar amounts listed may be exclusive of contingent or unliquidated amounts.

Certain creditors owe amounts to the Debtors and, as such, may have valid setoff and recoupment rights with respect to such amounts. Although the Debtors may have taken setoffs into account when scheduling the amounts owed to creditors, the Debtors have not independently accounted for or reviewed the validity of any such setoff rights and hereby reserve all rights to challenge such setoff and recoupment rights. Nevertheless, in listing the claims of such creditors in the Schedules, the Debtors may have factored in the amounts owed by such creditors to the Debtors and have reduced the claims listed in the Schedules accordingly. In other cases, the Debtors have not reduced the claims in the Schedules to reflect any such right of setoff or recoupment, although, where practicable, the Debtors have indicated that the claims in the Schedules are contingent in recognition of a potential setoff or recoupment. The listing of any claim in the Schedules or amount owed at a net value is not a waiver of any right to challenge the creditor's right to setoff, recoup, or net amounts owed against amounts that may be owed to any Debtor.

Trade Payables listed on **Schedule F** contain the prepetition liability information available to the Debtors as of the Petition Date and reflect payments made to vendors subsequent to the Petition Date related to prepetition obligations per the First Day Orders.

In the ordinary course of their business, the Debtors may be involved in pending or threatened litigation and claims arising in the ordinary course of their business. These matters may involve multiple plaintiffs and defendants, some or all of whom, including the Debtors, may assert cross claims and counter claims against other parties. Because all such claims are contingent, disputed or unliquidated, such claims have not been marked as co-debtor on Schedule F-3.

The information contained in **Schedule F** is broken into sub-sections, F1-F6, which represents the following categories:

- F-1 Claims of unsecured creditors that are not contingent, unliquidated or disputed
- F-2 Claims of unsecured creditors that are contingent, unliquidated or disputed
- F-3 Claims based upon pending or threatened litigation
- F-4 Unsecured claims of secured creditors listed on Schedule D
- F-5 Claims related to hotel franchise agreements that are contingent or unliquidated
- F-6 Claims of creditors that also may assert such claims against another debtor (co-debtor claims)

Each Debtor may not have claims in every sub-section, in which case one or more sub-sections may be omitted.

Innkeepers USA Trust, et al.

Debtor

10-13800

Case No. (If known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a "minor child" is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on the page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing a "H," "W," "J," or "C," in the column labeled "Husband, Wife, Joint or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐

Check this box if debtor has no creditors holding general unsecured claims to report on this Schedule F.

F3: Litigation

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. KR COMMERCIAL INTERIORS THOMAS L. VANCE C/O VANCE & BLAIR LLP 53 CAMINO DEL MAR, SUITE 202 DEL MAR, CA 92014			LITIGATION NON-PAYMENT	X	X	X	unknown
ACCOUNT NO. KR COMMERCIAL INTERIORS THOMAS L. VANCE C/O VANCE & BLAIR LLP 53 CAMINO DEL MAR, SUITE 202 DEL MAR, CA 92014			LITIGATION NON-PAYMENT	X	X	X	unknown
ACCOUNT NO. MAGNUS CONSTRUCTION C/O MICHAEL I. SCHILLER, ESQ. 3838 CARSON STREET, SUITE 106 TORRANCE, CA 90503			LITIGATION NON-PAYMENT	X	X	X	unknown
ACCOUNT NO. SIMPLEX GRINNELL C/O JOHN O' LEARY 20 SOUTH CLARK STREET, #500 CHICAGO, IL 60603			LITIGATION NON-PAYMENT	X	X	X	unknown
ACCOUNT NO. SIMPLEX GRINNELL C/O JOHN O' LEARY 20 SOUTH CLARK STREET, #500 CHICAGO, IL 60603			LITIGATION NON-PAYMENT	X	X	X	unknown

Innkeepers USA Trust, et al.

10-13800

Debtor

Case No. (If known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

F3: Litigation

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
F3: Litigation Total							\$0.00

F6: Codebtors

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SUBSCRIPTION AGREEMENT	X	X		\$0.00
ACCOUNT NO. DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SHAREHOLDERS AGREEMENT	X	X		\$0.00
ACCOUNT NO. ISLAND HOSPITALITY MANAGEMENT, INC. 50 COCOANUT ROW SUITE 200 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SHARED SERVICES AGREEMENT	X	X		\$0.00
ACCOUNT NO. MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SUBSCRIPTION AGREEMENT	X	X		\$0.00
ACCOUNT NO. MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SHAREHOLDERS AGREEMENT	X	X		\$0.00
ACCOUNT NO. MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817	Y		CONTRACT/AGREEMENT CONSENT AND AGREEMENT	X	X		\$0.00

Innkeepers USA Trust, et al.

10-13800

Debtor

Case No. (If known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

F6: Codebtors

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. MERITAX PROPERTY TAX CONSULTANTS 14800 LANDMARK BLVD., #550 DALLAS, TX 75254	Y		CONTRACT/AGREEMENT CONSULTING AGREEMENT	X	X		\$0.00
ACCOUNT NO. MERITAX, LLC ATTN: JAMES STANLEY 14800 LANDMARK BLVD., #550 DALLAS, TX 75254	Y		CONTRACT/AGREEMENT CONSULTING AGREEMENT	X	X		\$0.00
ACCOUNT NO. TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SUBSCRIPTION AGREEMENT	X	X		\$0.00
ACCOUNT NO. TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	Y		CONTRACT/AGREEMENT SHAREHOLDERS AGREEMENT	X	X		\$0.00
F6: Codebtors Total							\$0.00
Total							\$0.00

SCHEDULE G NOTES

Executory Contracts

While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors, and although reasonable efforts have been made to ensure the accuracy of **Schedule G**, inadvertent errors, omissions, or over inclusions may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on **Schedule G**. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in **Schedule G** and to amend or supplement **Schedule G** as necessary. The contracts, agreements, and leases listed on **Schedule G** may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on **Schedule G**, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument or other document is listed thereon.

In some cases, the same supplier or provider appears multiple times in **Schedule G**. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

In the ordinary course of business, the Debtors may have issued numerous purchase orders for supplies, product, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on **Schedule G**. To the extent that goods were delivered under purchase orders prior to the Petition Date, vendors' claims with respect to such delivered goods are included on **Schedule F**.

As a general matter, certain of the Debtors' executory contracts and unexpired leases could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.

The Debtors hereby reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on **Schedule G**, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument

related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in **Schedule G**, and to amend or supplement **Schedule G** as necessary. Inclusion of any agreement on **Schedule G** does not constitute an admission that such agreement is an executory contract or unexpired lease and the Debtors reserve all rights in that regard, including, without limitation, that any agreement is not executory, has expired pursuant to its terms, or was terminated prepetition.

Certain of the executory contracts and unexpired leases listed in **Schedule G** may have been assigned to, assumed by, or otherwise transferred to certain of the Debtors in connection with, among other things, acquisitions by the Debtors.

The Debtors have attempted to list the appropriate Debtor parties to each contract, agreement, and lease on **Schedule G**. However, there may be instances in which other Debtor entities that are not parties to the contracts, agreements and leases have been the primary entities conducting business in connection with these contracts, agreements, and leases. Accordingly, the Debtors have listed certain contracts, agreements, and leases on **Schedule G** of the Debtor entity corresponding to the applicable contracting entity on which may, upon further review, differ from the primary entity conducting business with the counterparty to that particular contract, agreement, or lease.

Innkeepers USA Trust, et al.

10-13800

Debtor

Case No. (If known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B, a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed.R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
BENENSON CAPITAL COMPANY ATTN: GENERAL COUNSEL 708 3RD AVENUE, 28TH FLOOR NEW YORK, NY 10017	CONTRACT AGREEMENT GUARANTY
DENNIS CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT AGREEMENT RESTRICTED STOCK AGREEMENT
DENNIS CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT AGREEMENT RESTRICTED STOCK AGREEMENT
DENNIS CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT AGREEMENT EMPLOYMENT CONTRACT
DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT AGREEMENT SUBSCRIPTION AGREEMENT
DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT AGREEMENT SHAREHOLDERS AGREEMENT
INNKEEPERS USA TRUST AND ITS AFFILIATES AND SUBSIDIARIES 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH , FL 33480	CONTRACT AGREEMENT OVERHEAD SHARING AGREEMENT

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ISLAND HOSPITALITY MANAGEMENT, INC. 50 COCOANUT ROW SUITE 200 PALM BEACH, FL 33480	CONTRACT/AGREEMENT SHARED SERVICES AGREEMENT
LIFE FITNESS, A DIVISION OF BRUNSWICK CORPORATION 5100 N. RIVER ROAD SCHILLER PARK, IL 60176	CONTRACT/AGREEMENT PROMISSORY NOTE
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT EMPLOYMENT CONTRACT
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT STOCK OPTION AGREEMENT
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT SUBSCRIPTION AGREEMENT
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT SHAREHOLDERS AGREEMENT
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 WEST PALM BEACH, FL 33480	CONTRACT/AGREEMENT RESTRICTED STOCK AGREEMENT
MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 WEST PALM BEACH, FL 33480	CONTRACT/AGREEMENT RESTRICTED STOCK AGREEMENT
MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817	CONTRACT/AGREEMENT CONSENT AND AGREEMENT

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
MERITAX PROPERTY TAX CONSULTANTS 14800 LANDMARK BLVD., #550 DALLAS, TX 75254	CONTRACT/AGREEMENT CONSULTING AGREEMENT
MERITAX, LLC ATTN: JAMES STANLEY 14800 LANDMARK BLVD., #550 DALLAS, TX 75254	CONTRACT/AGREEMENT CONSULTING AGREEMENT
ROFAR REALTY COMPANY, INC ATTN: GENERAL COUNSEL 708 3RD AVENUE, 28TH FLOOR NEW YORK, NY 10017	CONTRACT/AGREEMENT GUARANTY
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT RESTRICTED STOCK AGREEMENT
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT RESTRICTED STOCK AGREEMENT
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT EMPLOYMENT CONTRACT
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT STOCK OPTION AGREEMENT
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT SUBSCRIPTION AGREEMENT
TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	CONTRACT/AGREEMENT SHAREHOLDERS AGREEMENT

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
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SCHEDULE H NOTES

Co-Debtors

In the ordinary course of their business, the Debtors pay certain expenses on behalf of their subsidiaries. The Debtors may have inadvertently omitted certain guarantees and other secondary liability claims that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements. Further, certain of the guarantees reflected on **Schedule H** may have expired or may no longer be enforceable. Thus, the Debtors reserve their rights to amend **Schedule H** to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

In the ordinary course of their business, the Debtors may be involved in pending or threatened litigation and claims arising out of certain ordinary course of business transactions. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross claims and counter claims against other parties. Because such claims are contingent, disputed, and/or unliquidated, such claims have not been set forth individually on **Schedule H**. However, some such claims may be listed elsewhere in the Schedules and Statements.

Innkeepers USA Trust, et al.

10-13800

Debtor

Case No. (If known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B, a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. Bankr. P. 1007(m).

☐

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX ADDISON (RI), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ALTAMONTE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ARLINGTON, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ATLANTA (PEACHTREE CORNERS), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ATLANTA, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ATLANTIC CITY, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX BELLEVUE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX BINGHAMTON, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX BOTHELL, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX CAMPBELL / SAN JOSE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX CHERRY HILL, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX CHICAGO, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX DENVER, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX EAST LANSING, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX ENGLEWOOD / DENVER SOUTH, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX FIXED LESSEE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX FLOATING LESSEE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX FORT LAUDERDALE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX FORT WAYNE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX FREMONT, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX GAITHERSBURG, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX GENERAL LESSEE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX GRAND RAPIDS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX HARRISBURG, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	DENNIS M. CRAVEN 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARK A. MURPHY 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480
GRAND PRIX HOLDINGS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	TIMOTHY WALKER 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX HORSHAM, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX INDIANAPOLIS, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX LEXINGTON, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX LIVONIA, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX LOUISVILLE (RI), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX LYNNWOOD, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX MONTVALE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX MOUNTAIN VIEW, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX ONTARIO, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX PORTLAND, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX RICHMOND (NORTHWEST), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX RICHMOND, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX RIGG LESSEE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX RIMV LESSEE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX SADDLE RIVER, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX SAN JOSE, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
GRAND PRIX SAN MATEO, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX SHELTON, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX SILI I, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX SILI II, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX TROY (CENTRAL), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX TROY (SE), LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX TUKWILA, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
GRAND PRIX WINDSOR, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
INNKEEPERS FINANCIAL CORPORATION 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	ISLAND HOSPITALITY MANAGEMENT, INC. 50 COCOANUT ROW SUITE 200 PALM BEACH, FL 33480
INNKEEPERS FINANCIAL CORPORATION 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
INNKEEPERS USA LIMITED PARTNERSHIP 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	ISLAND HOSPITALITY MANAGEMENT, INC. 50 COCOANUT ROW SUITE 200 PALM BEACH, FL 33480
INNKEEPERS USA LIMITED PARTNERSHIP 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
INNKEEPERS USA LIMITED PARTNERSHIP 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MERITAX PROPERTY TAX CONSULTANTS 14800 LANDMARK BLVD., #550 DALLAS, TX 75254
INNKEEPERS USA LIMITED PARTNERSHIP 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MERITAX, LLC ATTN: JAMES STANLEY 14800 LANDMARK BLVD., #550 DALLAS, TX 75254
KPA LEASECO, INC. 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
KPA RIGG, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

SCHEDULE H - CODEBTORS
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
KPA RIMV, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817
KPA TYSONS CORNER RI, LLC 340 ROYAL POINCIANA WAY SUITE 306 PALM BEACH, FL 33480	MARRIOTT INTERNATIONAL, INC. ATTN: FRANCHISE ATTORNEY, LAW DEPARTMENT 52/923.25 10400 FERNWOOD ROAD BETHESDA, MD 20817

FORM B6 - Cont.
(12/94)

Innkeepers USA Trust
10-13800

DECLARATION CONCERNING DEBTOR'S SCHEDULES
DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION

I, Nathan Cook, Authorized Signatory, declare under penalty of perjury that I have read the foregoing Summary and Schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: 8/31/10

Signature _____

A handwritten signature in black ink, appearing to read 'Nathan Cook', written over a horizontal line.

Nathan Cook
Authorized Signatory
Innkeepers USA Trust

(An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.)